



STATE OF MICHIGAN  
DEPARTMENT OF EDUCATION  
LANSING



JENNIFER M. GRANHOLM  
GOVERNOR

THOMAS D. WATKINS, JR.  
SUPERINTENDENT OF  
PUBLIC INSTRUCTION

July 31, 2003

**MEMORANDUM**

**TO:** Intermediate school districts, local education agencies, including public school academies, institutions of higher education, professional organizations, private profit and non-profit organizations, including parent and advocacy organizations and other interested parties

**FROM:** Jacquelyn J. Thompson, Ph.D., Director  
Office of Special Education and Early Intervention Services

**SUBJECT:** Notice of Availability of Request for Proposal for an IDEA Mandated Activities Project: Qualitative Compliance Information

The State Board of Education has approved criteria for a mandated activities project titled, "Qualitative Compliance Information," under the Individuals with Disabilities Education Act.

**Purpose:** The specific purpose of this grant is to support the on-going implementation evaluation of the Infant and Toddler Early Intervention Services System. The findings of the Qualitative Compliance Information Project will be used as part of the continuous improvement process to better support families and young children with disabilities, Local Interagency Coordinating Councils, and to respond to the federal information requirements.

This grant award will support the continuation and enhancement of the early intervention system and the delivery of technical assistance necessary to facilitate the interpretation and use of evaluation information. This information is necessary to ascertain the progress of, and improvement in, service delivery to young children with disabilities and their families.

**Funding:** The total amount of the project is up to \$363,000 per year.

**Proposal Due:** The proposals will be due by 5:00 p.m. on Tuesday, September 16, 2003.

**Project Duration:** The project duration is anticipated to be October 1, 2003, or upon award, through September 30, 2004 for the initial funding period and is contingent upon the Superintendent's approval. Funding may continue for up to five years, based on satisfactory performance and availability of federal funds.

OSE/EIS-03-21

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**Eligibility:** Intermediate school districts, local education agencies, including public school academies, institutions of higher education, professional organizations, private profit and non-profit organizations, including parent and advocacy organizations, and other interested parties.

**Application:** To receive a copy of the Request for Proposal (RFP) for this project, please contact Ms. Lou Anne Houchlei at (517) 241-1521 prior to the due date, or access our website at: <http://www.michigan.gov/mde>

If you have any questions regarding the competitive bid procedures or process, please contact Vanessa Winborne at (517) 335-4865. If your questions pertain to the project's purpose or intent, please contact the grant manager listed in the RFP.

JJT:lah



## **Office of Special Education and Early Intervention Services**

**TITLE:** Qualitative Compliance Information Project

**PURPOSE:** The specific purpose of this grant is to support the on-going implementation evaluation of the Infant and Toddler Early Intervention Services System. The findings of the project will be used as part of the Quality Compliance Information process to better support families and young children with disabilities, Local Interagency Coordinating Councils, and to respond to the federal information requirements.

This grant award will support the continuation and enhancement of the early intervention system and the delivery of technical assistance necessary to facilitate the interpretation and use of evaluation information. This information is necessary to ascertain the progress of and improvement in service delivery to young children with disabilities and their families, and to report to the federal Office of Special Education Programs (OSEP).

**PROPOSAL DUE:** Original and seven (7) copies delivered to:  
Vanessa Winborne, Office of Special Education and Early Intervention Services,  
2nd Floor, Hannah Building, 608 West Allegan Street, P. O. Box 30008, Lansing,  
Michigan 48909, by **5:00 p.m. on September 16, 2003.**

**DATE OF ISSUE:** July 28, 2003

## **SECTION I: General Information for the Bidder**

If awarded this grant, I understand and agree to the following:

### **I-A PURPOSE**

The specific purpose of this grant is to support the on-going implementation evaluation of the Infant and Toddler Early Intervention Services System. The findings of the Qualitative Compliance Information Project will be used as part of the continuous improvement process to better support families and young children with disabilities, Local Interagency Coordinating Councils, and to respond to the federal information requirements.

This grant award will support the continuation and enhancement of the early intervention system and the delivery of technical assistance necessary to facilitate the interpretation and use of evaluation information. This information is necessary to ascertain the progress of, and improvement in, service delivery to young children with disabilities and their families.

### **I-B INTRODUCTION & BACKGROUND**

The state lead agency has the responsibility to assess the impact of Part C of the Individuals with Disabilities Education Act (IDEA) on infants and toddlers with disabilities and their families. Since 1997, the Office of Special Education Programs (OSEP) has focused its monitoring on requirements that most closely relate to improving results for children with disabilities. The lead agency is also responsible to determine the quality of the implementation of *Early On*® in the 57 intermediate school districts' service areas. The increased focus by the OSEP to assess the impact of the IDEA on children with disabilities and their families has implications for Michigan's implementation of Part C. The new direction of the OSEP requires that Michigan collect and use qualitative data to measure the effectiveness of the early intervention system for infants and toddlers.

Part C of the IDEA is the federal legislation which supports this system, providing funding to assist in the planning, development, and delivery of a statewide, comprehensive, coordinated, multidisciplinary, interagency system of early intervention services to infants and toddlers with special needs, and their families.

The continuing improvement of the implementation of Part C of the IDEA in Michigan is dependent, in part, upon acquiring feedback as to the degree of implementation of *Early On* in local service areas. In addition, it is necessary to obtain feedback from families who are accessing the system in order to measure family satisfaction and the results for children with disabilities.

### **I-C ISSUING OFFICE**

This Request for Proposal (RFP) is issued for the State of Michigan by the Michigan Department of Education, Office of Special Education and Early Intervention Services

Michigan Department of Education, Office of Special Education and Early Intervention Services  
Qualitative Compliance Information Project

(MDE, OSE/EIS). The OSE/EIS is the sole point of contact in the State for this RFP. All inquiries relating to this grant should be addressed to:

Vanessa Winborne, Acting Part C Coordinator  
Office of Special Education and Early Intervention Services  
2<sup>nd</sup> Floor, John Hannah Building  
P.O. Box 30008  
Lansing, MI 48909

#### **I-D TYPE OF GRANT**

It is proposed that, if a grant is entered into as a result of this RFP, it will be a time, materials and services negotiated grant. Negotiations may be undertaken with the bidder who appears to be the most qualified, responsible, and capable of performing the work outlined in this RFP. Any equipment purchased is subject to the Education Department General Administrative Regulations (EDGAR) found in Appendix B. The grant that may be agreed upon will be the most advantageous to the State, price, and other factors considered. The State reserves the right to consider proposals and modifications thereof received at any time before the award is made, if such action is in the interest of the State.

#### **I-E FUNDING**

The proposal(s) will be awarded with Individuals with Disabilities Education Act (IDEA) mandated activities funds and the total amount of this grant will not exceed \$363,000 the first year. Funding will be effective following the approval of the grant award by the Superintendent of Public Instruction. The project will be awarded for up to five (5) years, dependent on availability of federal funds and acceptable project performance. The first project funding cycle is one year beginning October 1, 2003 and ending September 30, 2004.

#### **I-F ELIGIBLE APPLICANTS**

Intermediate school districts, local education agencies, including public school academies, institutions of higher education, professional organizations, private profit and non-profit organizations, including parent and advocacy organizations, and others with demonstrated experience in providing the products and services specified in the request for proposals. If you plan to submit a proposal, please contact Ms. Lou Anne Houchlei at (517) 241-1521 prior to the proposal due date of September 16, 2003 so that the appropriate number of peer review panelists can be secured.

#### **I-G RESPONSE DATE**

To be considered, proposals must arrive at the Issuing Office as specified on the cover page of the RFP. Bidders mailing proposals should allow mail delivery time sufficient to ensure timely receipt of their proposals. Proposals which are received after the specified due date and time, regardless of the date of postmark receipt, cannot be considered and will be returned promptly to the bidder. Bidders are solely responsible for the timely arrival of proposals at the Issuing Office. Late proposals and proposals submitted electronically or by facsimile will be returned to the applicant ***without review***.

#### **I-H REJECTION OF PROPOSALS**

The MDE, OSE/EIS reserves the right to reject any and all proposals in whole or in part or to negotiate separately with any sources whatsoever to serve the best interests of the

State. Additionally, past performance on other grants will be considered when recommendations for the grant award are made to the Superintendent of Public Instruction.

## **I-I PERFORMANCE REPORTING**

As a condition of receiving Qualitative Compliance Information funding, the recipient will provide the MDE, OSE/EIS with semi-annual progress reports describing the project's progress on the approved work plan. The MDE, OSE/EIS may place these progress reports on a website. Additional information needed to assist the state in meeting its federal reporting requirements for this program will also be required. Reports may be required by the MDE, OSE/EIS at any time. The MDE, OSE/EIS reserves the right to suspend or terminate the grant program if there is demonstrated lack of progress.

## **I-J ACKNOWLEDGEMENT**

All hard copy and electronic publications including news releases, reports, films, brochures, CD-ROMs, or any project material developed with funding from this grant must be approved by the MDE before dissemination. All products and materials must include the following statement:

*This document was produced through an IDEA Mandated Activities Grant titled, "Qualitative Compliance Information Grant" awarded by the Michigan Department of Education. The opinions expressed herein do not necessarily reflect the position or policy of the Michigan State Board of Education and no endorsement is inferred. This document is in the public domain and may be copied for further distribution when proper credit is given. For further information or inquiries about this project, contact the Office of Special Education and Early Intervention Services, P.O. Box 30008, Lansing, Michigan 48909.*

## **I-K APPLICANT'S CONFERENCE**

A meeting has not been scheduled to discuss and clarify with prospective applicants the work to be performed. However, if you have program content questions, please contact Vanessa Winborne at (517) 335-4865 for technical procedures.

The OSE/EIS retains the right to modify this Request for Proposal (RFP), if it is necessary, to comply with laws or ensure a clearer understanding of its content. Any information that changes the content, funding amount or filing procedures will be mailed only to persons who requested this RFP.

## **I-L ADDENDUM**

In the event that it becomes necessary for the OSE/EIS to revise any objective in Section II, an addendum will be provided, in writing, to all potential bidders as appropriate.

## **I-M ORAL PRESENTATION**

Bidders who submit a proposal may be required to make an oral presentation of their proposals to the State. These presentations provide an opportunity for bidders to clarify the proposal to insure thorough mutual understanding. The Issuing Office will schedule these presentations, if required.

## **I-N PROPOSAL PREPARATION, FONT SIZE, AND PACKAGING**

Michigan Department of Education, Office of Special Education and Early Intervention Services  
Qualitative Compliance Information Project

Applications should be prepared simply and economically, double-spaced, with one inch margins and with a font no smaller than Times 12 point. Proposals should be no longer than 30 pages in length. All application pages must be securely stapled. Special bindings and binders should not be used. Applications submitted but not in accordance with application preparation instructions will not be considered.

## **SECTION II: Information Required From Bidders**

### **II-A COVER**

The cover page of the proposal must include: (1) the title of the grant; (2) the organization name and address; (3) the phrase “Authorized Negotiator,” followed by the typed name, title, and phone number of the person authorized to negotiate the proposed Grant Agreement with the Department of Education; and (4) the phrase “Submitted with the assurance that this proposal will remain valid for at least sixty days from the due date, by:” followed by the signature, typed name and title, and date of signature of the person authorized to execute legally binding Grant Agreements with the State of Michigan. Bidders may list alternate negotiators in item (3) above.

### **II-B BUSINESS ORGANIZATION**

State the full name and address of the organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work proposed. Indicate whether the organization operates as an individual, partnership, or corporation. If it is operated as a corporation, include the state in which it is incorporated. If appropriate, state whether it is licensed to operate in the State of Michigan.

### **II-C GRANT OBJECTIVES**

#### **Objective 1**

Collaborate with the Michigan Department of Education (MDE) to assess the impact of Part C/*Early On* for families involved in the infant and toddler early intervention system by the:

- a. Development and implementation of a family satisfaction survey.
- b. Development and implementation of a process to determine services received by families.

#### **Objective 2**

Collaborate with the MDE to assess the level of Part C implementation at the local level by the assessment of:

- a. Local *Early On* administrators.
- b. *Early On* providers in multiple agencies.
- c. Parents referred and/or enrolled in *Early On*.

#### **Objective 3**

Provide multiple formats (including web-based) of the project’s assessment tools to expand access to the various stakeholders.

#### **Objective 4**

Provide support to the MDE to address the federal government monitoring processes by:

- a. Providing reports on information gained through the project’s activities.



- b. Providing assistance in triangulating the *Early On* data from other agencies.

## **Objective 5**

Communicate the Qualitative Compliance Information Project findings at:

- a. State Interagency Coordinating Council (SICC) meetings.
- b. SICC standing committees.
- c. *Early On* grantees and grantee meetings.
- d. Conferences or workshops as requested by the MDE.

General expectations of applicants include:

1. Maintain communication with other agencies and groups including collaborating with other Major Grantees. Technological capabilities including voice mail, fax, e-mail, and access to the internet are required.
2. Attend national meetings upon the request of the MDE to obtain input regarding Part C qualitative data collection and share *Early On* data as appropriate.
3. Provide semi-annual progress reports to the MDE and an annual report to the SICC. Within one month of termination of work, the grantee will submit:
  - a. A detailed final narrative report to the Michigan Department of Education which discusses activities completed, goals met and/or not met, and provides a summary of the project's accomplishments; and
  - b. Copies of all products developed as part of this grant.

## **II-D STATEMENT OF PROBLEM**

State in succinct terms an understanding of the needs as presented by this RFP. Evidence of sufficient understanding should extend beyond a mere restatement or paraphrase of the problem statement from the RFP. Support this understanding with examples or existing studies if possible.

## **II-E MANAGEMENT SUMMARY/WORK PLAN/PROGRAM DESIGN**

### **1. Narrative**

Include a narrative summary description of the proposed service effort and of the product(s), if any, that will be delivered. Provide a clear statement of the annual goal(s) for the project, which will serve as the foundation for the work plan. The design must have an effective plan of management including input, process and output measures for each objective. Identify the materials that will be delivered and the outcomes to be achieved as well as their anticipated impact on the *Early On* community.

### **2. Technical Work Plans**

Provide a technical plan for accomplishing the work. Make specific reference to the objectives in the RFP and to the service required and/or products listed. Include a PERT chart or other display, time related, showing each event, task, and major

decision point in your work plan.

Describe how educational equities based upon considerations of sex, race, disability, and disadvantage will be addressed within the objectives of the work statement.

Describe a formative/summative evaluation plan appropriate to the work and a brief rationale for the design proposed.

## **II-F ORGANIZATION CAPACITY AND HUMAN RESOURCES**

### **1. Prior Experience**

The organization must show the ability to perform the work. Proposals should include descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed. Particular attention is given to evidence of completed activities similar to those stated in the RFP. Also, include the name, address, and phone number of the responsible official of the client organization who may be contacted about the projects listed.

### **2. Project Staffing**

The contracting agent(s) must be able to staff the project with personnel who possess talent and expertise in evaluation design and delivery. Include the number of professional personnel that will be employed in the work by skills and qualifications. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals are considered key to the successful completion of the study or project. Identify key individuals by name and title and indicate the amount of dedicated management time assigned for the project manager and other key individuals. Resumes reflecting qualifications are required for proposed project personnel.

List all subcontractors; include firm name and address, contact person, complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

## **II-G EVALUATION**

### **1. Budget**

Describe the project expenditures and include a line-item budget using the attached Budget Summary Sheet, Appendix C. Include information relative to other involved agencies. Explain the relationship for each expense to the objectives of the project.

Guidelines for building a line-item budget: The salary for the project director shall not exceed one Full-Time Equivalency (1 FTE). Maximum salary is based on a minimum of 230 days. Fringe benefits will be based on the organization's rate not to exceed 31% of salary unless otherwise negotiated. Audits may be at actual cost. Hardware and software needed to carry out the objectives of the project must be bid at educational discount prices and are subject to prior approval. Rent, if needed, should not exceed \$20 per square foot. Other allowable costs incurred for the benefit of the project include: consultation services related to planning and operating the program, or for some special aspect of the project, cost of storage space, equipment rental, instruments, postage, telephone, and supplies when they relate

directly to communication, dissemination and technical assistance needed to operate the project.

## **II-H ADDITIONAL INFORMATION AND COMMENTS**

Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Special attention will be paid to in-kind support for any and all costs of this initiative as it benefits the state and the purpose of this RFP.

## **II-I REVIEW PROCESS**

All applications will be reviewed using a peer review system. Award selections will be based on merit, as determined by points awarded in accordance with the Review Criteria Section and all relevant information provided in the application. Only those proposals that meet the identified criteria and are in compliance with submission requirements will be considered for funding. Grants will be awarded upon approval of the Superintendent of Public Instruction.

## **II-J REVIEW CRITERIA**

All proposals will be evaluated on the basis of the criteria described. Narrative sections of the proposals should be developed to address each criterion. One hundred (100) points is the maximum score that can be accumulated for this proposal. The value assigned for each criterion (section) is indicated below.

1. Proposed Project (20 points)  
This criterion evaluates the overall planning of the project, the depth of understanding of the significance of the project, and the quality of the proposed products, process, services, and information, which are the focus of the grant.
2. Work Plan (20 Points)  
This criterion provides information that will allow reviewers to make a determination about the thoroughness of the plan to implement the grant project. Proposals will be evaluated based on the following:
  - a. A clear statement of the project's purpose, and whether the proposed project meets the intent of the funding.
  - b. A clear description of the plan or project design for achieving the defined goals.
  - c. Outline of interagency participation and collaboration.
  - d. Clearly defined objectives, including tasks, and a timeline for completion.
  - e. A description of the individuals and groups involved in planning the project, and a plan for the continued participation of appropriate individuals and groups in the delivery of the required products, processes, services, and information.
3. Prior Experience and Expertise (20 points)  
This criterion provides information that will allow reviewers to make a determination about the qualifications and appropriateness of all personnel and identified collaborators for the grant.
  - a. Identification of personnel involved, including credentials.

- b. Qualifications and experience of identified personnel.
  - c. Description of roles and responsibilities of identified personnel including time commitment for each supported by this grant.
  - d. Evidence of intent to participate by those listed as collaborators.
  - e. The extent to which the applicant will include groups that have been traditionally underrepresented, such as persons with disabilities, women, the elderly, and members of racial or ethnic minority groups.
4. Applicant's Commitment and Capacity (15 points)  
This criterion provides information that will allow reviewers to make a determination about the applicant's commitment and capability to successfully implement and continue the project.
- a. The level to which the applicant will make a direct or in-kind financial or other resource contribution to the implementation of the project.
  - b. The level to which the applicant has the capability to carry out the project with existing facilities, equipment, staffing, and other resources.
5. Plan for Evaluation of the Project (15 points)  
This criterion provides information that will allow reviewers to make a determination about the appropriateness of the procedures used for evaluation of the grant project. Criteria for evaluating all outcomes must be clearly established, including information on whom, what, how, and when.
6. Cost and Price Analysis (10 points)  
This criterion provides information that will allow reviewers to make a determination about the appropriateness and cost effectiveness of the budget.
- a. A project spending plan with appropriate budgetary detail including: an estimation of costs related to all program components and proposed activities; personnel; supplies and materials; contracted, support, or direct services; and other operational costs; including the provision of details, for estimated expenditures.
  - b. Demonstration of how grant funds will be used to supplement other federal, state, local or private funds. Grant funds may not be used to supplant other funds; a clear audit trail must be maintained.

## **II-K APPENDICES**

Include Assurance of Grant Conditions, which indicates agreement with grant conditions, as specified in paragraphs III-G – III-L. Include budget summary and resumes of principal staff. Do not include lengthy general lists of publications or other documents unless their inclusion is ESSENTIAL to reviewer's understanding of your proposal and you made explicit reference to them in the body of the proposal.

## **II-L PROPOSAL SUBMITTAL**

The original copy bearing ORIGINAL and seven (7) additional copies (for a total of eight) of the complete proposal must be received on or before 5:00 P.M., September 16, 2003 to Vanessa Winborne, at the following address:

Mailing Address:

Michigan Department of Education  
Office of Special Education and Early Intervention Services  
*Early On*® Michigan  
Attention: Vanessa Winborne  
P.O. Box 30008  
Lansing, Michigan 48909

Or, if shipping by overnight express or USPS mail, the following address must be used:

Michigan Department of Education  
Office of Special Education and Early Intervention Services  
*Early On*® Michigan  
Attention: Vanessa Winborne  
John A. Hannah Building  
Second Floor  
608 West Allegan Street  
Lansing, Michigan 48933

### **SECTION III: CONDITIONS OF APPLICANT**

If awarded this grant, I understand and agree to the following:

#### **III-A INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by any bidder prior to execution of a Grant Agreement.

#### **III-B GRANTEE RESPONSIBILITIES**

The Grantee will be required to assume responsibility for all activities offered in this proposal whether or not he/she performs them. Further, the State will consider the Grantee to be the sole point of contact with regard to matters, including payment of any and all charges, resulting from the anticipated Grant Agreement.

#### **III-C RELEASE OF INFORMATION/CONFIDENTIALITY**

Grantee initiated publication or news releases of any information pertaining to the Grant Agreement, work performed under the Grant Agreement, products of the work and materials based upon the products shall occur only with written prior approval of the Michigan Department of Education, OSE/EIS.

#### **III-D ACCOUNT AND AUDIT REQUIREMENTS**

The applicant will maintain a separate accounting of expenditures for this contract for each fiscal year it is awarded. Funds will only be requested as needed to meet immediate obligations and shall not be drawn for purposes other than those directly related to this contract. Normally acceptable accounting procedures will be used. The Agency's independent auditor will be made aware of the contract so that the auditor can review expenditures as required by federal single audit requirements. The auditor must review all contracts over \$25,000. Current employees of the MDE may not be employed or contracted under this grant.

Expenses charged to this contract will not be charged to any other state or federal source and this contract will not be used to supplement mandated state or local costs.

#### **III-E DISCLOSURE**

After the Michigan Department of Education awards a grant under a RFP, all information in a bidder's proposal is subject to the provisions of the Freedom of Information Act, Public Act 442 of 1976. This Act also provides for the complete disclosure of Grant Agreements and attachments thereto.

#### **III-F GRANT PAYMENT SCHEDULE**

The payment schedule for any Grant Agreement entered into as a result of the RFP will be negotiated and reflect the restrictions of the funding source. The schedule should show payment amount and should reflect actual work done by the payment dates.

### **III-G OWNERSHIP OF MATERIALS PRODUCED**

Ownership of intellectual property resulting from this grant shall remain with the Michigan Department of Education, which reserves the right to copyright or patent them, or otherwise protect their integrity or availability for public use. This stipulation covers recipients as well as subcontractors receiving funds through this grant program.

### **III-H INDEMNIFICATION**

The Grantee, as a condition of the Grant Agreement that may ensue from the RFP, shall indemnify and hold harmless the State of Michigan and its agents and employees from and against all claims, damages, losses and expenses, including attorney fees arising out of or resulting from the performance of the work, which includes all labor, materials and equipment required to produce the commodity, construction and/or service required by the Grant Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Grantee, and subgrantee, anyone directly or indirectly employed by any of them or any of whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the State of Michigan or any of its agents or employees by any employee of the Grantee, any subgrantee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this indemnification agreement shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Grantee or any subgrantee under Workers' Disability Compensation Acts, disability benefit acts or other employer benefit acts.

The obligations of the Grantee under this indemnification agreement shall not extend to the liability of the State of Michigan, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the State of Michigan, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

### **III-I GRANTEE'S LIABILITY INSURANCE**

The Grantee, as a condition of the Grant Agreement that may ensue from their RFP, shall purchase and maintain such insurance as will protect the Grantee from claims set forth below which may arise out of or result from the Grantee's operations under the Grant Agreement, whether such operations be by the Grantee or by any subgrantee or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Claims under worker's disability compensation, disability benefit and other similar employee benefit act. A nonresident Grantee shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and respects any other employee protected by Workers' Disability Compensation Laws of any other state, the Grantee shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Grantee's obligations under the indemnification clause of the Grant Agreement.

### **III-J NON-DISCRIMINATION AND OTHER COMPLIANCE WITH LAW**

Each proposal must include a statement of assurance of compliance with all Federal and Michigan laws and regulations prohibiting discrimination and with all requirements and regulations of the Michigan Department of Education and the U.S. Department of Education. The assurance must state that it is the policy of the bidder's organization that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, or disability shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which the bidder is responsible or for which the bidder receives funding from the U.S. Department of Education or the Michigan Department of Education.

### **III-K AMERICANS WITH DISABILITIES ACT**

The MDE is committed to providing equal access to all persons in admission to or operation of its programs and services. Individuals with disabilities needing accommodations for effective participation in this grant program are invited to contact the MDE for assistance.

### **III-L EQUITABLE ACCESS**

All Parent Support and Education activities must promote equitable access to support meaningful personnel development for parents of infants, toddlers, children and youth with disabilities.

### **III-M ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the successful bidder may become contractual obligations, if a Grant Agreement ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.



### **III-N CONTINUATION OF FUNDING**

Continuation funding for this grant project is subject to the availability of funds and the performance of the grant recipient. The MDE, OSE/EIS can cancel the grant with 30 days written notice for:

- Default of the Contractor.
- In the event the OSE/EIS no longer needs the services or product specified in the Contract, or in the event program changes, changes in laws, rules or regulations, or the OSE/EIS determines that statewide implementation of the Contract is not feasible.
- Reduction in or elimination of funding allocations to the MDE under the IDEA, or any subpart of the IDEA.
- Fiscal constraints that may occur as a result of compliance and improvement priorities.

### **III-O ASSURANCE OF GRANT CONDITIONS**

The submission of a proposal, signed by an official authorized to bind the agency submitting the proposal contractually, shall constitute assurance that the proposing agency has accepted, unconditionally and without reservation, all conditions, requirements, and specifications of the RFP. In addition, such submission shall constitute assurance that the submitting agency understands that all or any part of the RFP may be included by reference in any Grant Agreement based on the RFP. See Appendix A.

## Appendix A

<b>Applicant Agency</b> (Name and Address)	<b>Project Director</b> (Name, Title, Address, Phone)
<b>Implementing Agencies</b> (Name and Address)	<b>Authorized Negotiator</b> (Name, Title, Address, Phone)
<b>Project Title and Summary</b>	

### Authorizing Official Signature

The undersigned, having become thoroughly familiar with an understanding of all the proposed documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate, and complete. I hereby state that I have authority to submit this proposal, which will become a binding agreement if accepted by the Michigan Department of Education. I hereby state that I have not communicated with, nor accepted anything of value from an employee of the Office of Special Education and Early Intervention Services that would tend to destroy or hinder free competition.

I hereby state that I have read, understand, and agree to be bound by all the terms of Section III of this document.

Application is hereby made for a Michigan Department of Education grant in the amount and for the purposes set forth in this proposal.

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Signature of Authorized Official

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Title

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Date

**Equipment**  
**Education Division General Administrative Regulations**  
**(EDGAR) – Appendix B (Page 22575)**

The following is provided as guidance to budgeting, managing, and disposing of equipment acquired with IDEA grants funds and equipment records retention.

**Budgeting** – All equipment must be budgeted as capital outlay. The definition for capital outlay is found in Bulletin 1022 – Financial Accounting for Michigan School Districts.

Equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. (EDGAR 74.132)

**Use of Equipment** – When equipment is no longer needed for the original project or program, the recipient shall use the equipment, if needed, in other U.S. Department of Education projects and then in other federally funded programs, or may voluntarily make the equipment available for use on projects or programs sponsored by the Federal Government which are conducted or supported by the grantee (EDGAR 74.137). Equipment purchased with state discretionary project funds shall be transferred to a continuation project or an existing project with similar objectives when this grant has terminated. **ATTACHED TO THIS RFP IS A DETAILED INVENTORY OF MATERIAL ASSETS purchased through such funds.**

**Disposition** – When original or replacement equipment is no longer to be used in projects or programs currently or previously sponsored by the Federal Government, disposition of the equipment shall be made as follows:

1. Equipment with a unit acquisition cost of less than \$5,000 may be retained, sold, or otherwise disposed of, with no further obligation of the Federal Government.
2. All other equipment may be retained or sold, and the Federal Government shall have a right to an amount calculated by multiplying the current market value or the proceeds from the sale, by the Federal share of the equipment. One hundred dollars or ten percent of the total sales proceeds, whichever is greater, may be retained. (EDGAR 74.139)

**Management –**

1. Property records must be maintained accurately with complete descriptions and history. (EDGAR 74.140)
2. Physical inventory at least once every two years. (EDGAR 74.140)
3. Security controls. (EDGAR 74.140)
4. Maintenance. (EDGAR 74.140)
5. Where the Federal Government has a right to part or all of the proceeds of the sale of equipment, selling procedures shall provide for competition to the extent practicable and result in the highest possible return. (EDGAR 74.140)

**Equipment Records Retention Period** – Retention period of five years for equipment records begins on date of equipment's disposition, replacement, or transfer. (EDGAR 74.22)